L3031

April 28, 1993

Mrs. Ora Kay Peterson
Executive Director
Mineral King Preservation Society
2936 S. West Street
Visalia, California 93277

Dear Mrs. Peterson:

We have reviewed the memorandum of understanding and have made some minor stylistic changes. We have also prepared a special use permit authorizing the Mineral King Preservation Society to assume responsibility for the preservation of the cabin located at Lot #1, East Mineral King. We are prepared to execute both documents.

Please review these documents, and if they meet your approval, sign and return them to us. A copy will be returned for your files. We apologize for our delay in reviewing and completing these documents. If you have any questions, please contact Bill Tweed at 565-3102.

Sincerely,

J. Thomas Ritter
Superintendent

Enclosure

cc: Jim Barton

bcc: MA
MK Subdistrict Ranger

PLW:plw

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MEMORANDUM OF UNDERSTANDING FOR THE TEMPORARY STATUS OF THE GRIGGS/BRUNDAGE CABIN (JOSEPHINE PINKHAM) (LOT 1, EAST MINERAL KING)

SEQUOIA NATIONAL PARK, CALIFORNIA

This Agreement is entered into by and between Sequoia and Kings Canyon National Parks, acting through the Superintendent (hereinafter referred to as "NPS") and the Mineral King Preservation Society (hereinafter referred to as "MKPS").

ARTICLE I. BACKGROUND AND OBJECTIVES

Whereas, it is in the mutual interest of both MKPS and NPS to pursue actively the preservation of the cultural resources of Mineral King, and it is desirable for both parties to protect those properties which may be potentially significant and worthy of preservation;

Whereas, MKPS is a nonprofit public benefit corporation founded in 1986 and dedicated to the preservation of cultural values, artifacts, structures and historical sites of Mineral King;

Whereas, MKPS is currently, and has been since 1988, in the process of seeking an official "determination of eligibility" leading to the completion of a multiple properties documentation for a proposed Mineral King Historic District to be listed on the National Register of Historic Places;

Whereas, MKPS has successfully completed the restoration of the Honeymoon Cabin and is currently the custodian of said historical resource;

Whereas, the Pinkham Trust has abandoned and quitclaimed in writing all title and further claims to the cabin and remaining property on Lot 1, East Mineral King, to the MKPS;

Whereas, MKPS is uniquely qualified to own on the public's behalf all property remaining on Lot 1, East Mineral King;

Whereas, NPS takes the position that it cannot by law further extend the now expired special use permit authorizing private use and occupation of the cabin in

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question, and there is a question as to the possible historical significance of the subject structure;

Whereas, it is in the interest of the American people to maintain intact the subject cabin until such time as its historical significance is clearly established; and,

Whereas, NPS is authorized under 16 USC 464 to enter into cooperative agreements to further its authorized programs and responsibilities;

Now Therefore, the parties hereto agree to the following terms and conditions:

ARTICLE II. STATEMENT OF WORK

A. MKPS agrees to:

1. Preserve and maintain the subject cabin in a stable condition until such time as a determination of eligibility to the National Register of Historic Places is obtained. This work will be in consultation with the NPS Cultural Resource Management Office.

2. Assume all responsibilities for upkeep and maintenance as well as limitations previously applicable to the deceased permittee.

B. NPS agrees to:

1. Issue a special use permit to the MKPS for a fee of $1.00 (one dollar) per annum, granting it the privilege to preserve and maintain the property in question. This permit will be renewed annually if the terms and conditions set forth herein are executed faithfully and until a determination of eligibility has been obtained.

C. It is mutually agreed that:

1. NPS will not require action by the MKPS that is inconsistent with NPS and national historic preservation guidelines. MKPS will not take any action that is inconsistent with NPS and national historic preservation guidelines.

2. During the period of this agreement, the cabin will not be occupied for private residential purposes, except as authorized in writing by the Superintendent of Sequoia and Kings Canyon National Parks. Provided, however, that persons working on the cabin may use and occupy the cabin in a manner consistent with MKPS' Articles of Incorporation, By-Laws, and letter of exemption from federal taxation.

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ARTICLE III. TERM OF AGREEMENT

This memorandum of understanding will terminate with appropriate review has been completed necessary for a final "Determination of Eligibility."

ARTICLE IV. KEY OFFICIALS

The key officials for the administration of this agreement shall be:

For NPS: J. Thomas Ritter, Superintendent
Sequoia and Kings Canyon National Parks
Three Rivers CA 93271
(209) 565-3341

For MKPS: Ora Kay Peterson, Executive Director
Mineral King Preservation Society
2936 S. West Street
Visalia CA 93277
(209) 734-6150

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

MINERAL KING PRESERVATION SOCIETY

Ora Kay Peterson date

NATIONAL PARK SERVICE

J. Thomas Ritter, Superintendent date
Sequoia and Kings Canyon National Parks

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UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

SPECIAL USE PERMIT

Name of Use Preservation

Date Permit Reviewed 1993 Apr 26
1994 Dec 31
1995 Dec 31
1996 Dec 31
1997 Dec 31

Date Permit Expires 1998 Dec 31

Long Term X

Short Term _____

PERMIT # WRO - SEKI - 6000 - 004

Name of Area MINERAL KING

MINERAL KING PRESERVATION SOCIETY
2936 S. WEST STREET, VISALIA CA 93277 (Ph: 209-734-6150)

is hereby authorized during the period from 12:00 am, 1 June 1993, through 11:59 pm, 31 December 1998, to use the following described land or facilities in the above named area:

LOT #1, EAST MINERAL KING, MINERAL KING AREA, SEQUOIA NATIONAL PARK

For the purpose of: Preservation of the property as agreed to in the Memorandum of Understanding dated _____

Authorizing legislation or other authority (re: NPS-53 Appendix 1): 16 USC 464

NEPA Compliance: CATEGORICALLY EXCLUDED X EA/FONSI ___ EIS ___ OTHER APPROVED PLANS ___

PERFORMANCE BOND: Required ___ Not Required X Amount $____

LIABILITY INSURANCE: Required ___ Not Required X Amount $____

ISSUANCE of this permit subject to the conditions on the appended pages and to the annual payment to the US Department of the Interior, National Park Service of the sum as described in Condition #9 of this permit.

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations expressed or implied herein.

PERMITTEE:

_____ _____
Signature of Permittee Date

AUTHORIZING OFFICIAL:

_____ _____
Superintendent, Sequoia and Kings Canyon National Parks Date

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CONDITIONS OF THIS PERMIT

1. The Permittee shall exercise this privilege subject to the supervision of the Superintendent, Sequoia and Kings Canyon National Parks, and shall comply with all applicable laws and regulations of the area.

2. **Damages:** The Permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the Permittee is authorized to make of the land described in this permit.

3. **Benefit:** Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefits to arise therefrom; Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.

4. **Assignment:** This permit may not be transferred or assigned.

5. **Revocation:** This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.

6. The Permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation (re: 36 CFR 2.32(4)).

7. Permittee will comply with applicable public health and sanitation standards and codes.

8. **Nondiscrimination:** The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967.

If use of the resource covered by their permit will involve the employment by the Permittee of a person or persons, the Permittee agrees as follows.

(a) The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of this nondiscrimination clause.

(b) The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will have consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.

(c) The Permittee will send to each labor union or representative of workers with which the Permittee has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Permittee's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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(e) The Permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Permittee's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Permittee's noncompliance with the nondiscrimination clauses of this concession contract or with any of such rules, regulations, or orders, this concession contract may be cancelled, terminated, or suspended in whole or in part, and the Permittee may be declared ineligible for further Government concession contract in accordance with procedures authorized in Executive Order No. 11346 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, and or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Permittee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Permittee will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event the Permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction of the Secretary, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

SPECIAL PARK CONDITIONS

9. **Annual Fees:** The Permittee agrees to pay an annual fee of $1.00 (one dollar) to the **U.S. Department of the Interior, National Park Service** for privileges granted herein.

10. Upon the expiration or termination of the privileges conveyed by this permit, voluntary or otherwise, it is the responsibility of the Permittee to remove all structures and property from the Park lands and to restore the lands to a natural appearance according to those standards established by the Superintendent.

11. The Memorandum of Understanding between the National Park Service and Mineral King Preservation Society is hereby made a part of this permit.

12. **Risks.** Avalanches, rising waters, wildland fires, high winds and other hazards are natural phenomena that present risks to the Permittee's property which the Permittee assumes.

13. Permittee is requested to notify the National Park Service of any hazardous trees. It is the responsibility of the National Park Service to inspect the area and to remove any hazardous trees from cabin sites and rights-of-way. Attention will be given to hazardous trees based upon a priority list prepared by the National Park Service.

14. **Fire Protection.** Stoves and open stovepipes shall be kept at least one foot away from wooden walls or ceilings. Wood surfaces beneath or within one foot of stoves or stovepipes shall be protected with asbestos board or other suitable insulation. The Permittee shall install smoke alarms, fire extinguishers and fire-fighting apparatus of types, of capacities, in numbers, and at locations approved by the Superintendent. This equipment shall be in readiness at all times for immediate use and shall be tested each year at such times as may be required by the Superintendent. The Permittee shall construct and maintain such fuelbreaks as required by the National Park Service. No

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fireworks shall be stored or used on the land covered by this permit, or in the structures thereon.

15. If any structure located on lands subject to this permit is determined to be eligible for nomination to the National Register of Historic Places, and that nomination is supported by the Permittee, then that structure will be maintained henceforth by the Permittee in conformance with National Park Service policy, regulations and guidelines for historic structures.

Any rehabilitation on buildings nominated to or listed on the National Register of Historic Places must be done in accordance with the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings," and all proposed work, plans and specifications must be submitted to the Superintendent for written approval prior to commencement of any rehabilitation or other work on the property.

16. The Permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the Superintendent.

17. The Permittee shall protect the scenic aesthetic values of the area under this permit, and the adjacent land, as far as possible during the authorized use, construction, operation, or maintenance of the improvement.

18. The Superintendent shall have the right at any time to enter upon the lands utilized by the Permittee hereunder for any purpose he may deem reasonably necessary for the administration of the area and the Government services therein.

19. **Entry Permits:** Permittee and its contractors or subcontractors are granted free entrance into the Mineral King Area of Sequoia National Park for the purpose of access to their property. If the Park's recreational facilities are used, normal entrance fees must be paid.

20. In case of change of address, the Permittee shall immediately notify the Superintendent.

21. Access to property shall be allowed year-round; however, the National Park Service assumes no obligation to snow-plow the road during the winter months. Permittee may use snowmobiles for access during this time.

22. Nothing in this permit shall obligate the Federal Government to provide access to or expend funds on Permittee lands or adjacent Federal lands to make the permit operational.

23. The Permittee agrees to save and hold harmless the United States of America, its agents and employees for losses, damages, or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death, or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Permittee, his employees, subcontractors or agents under this permit.

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